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INTERSTATE COMMERCE COMMISSION

SEABOARD AIR LINE RAILROAD COMPANY

TO

MERCANTILE TRUST COMPANY OF BALTIMORE AND
NELSON H. STRITEHOFF, TRUSTEES

First Supplemental Indenture
to
First Mortgage

Dated as of March 30, 1950.

FIRST SUPPLEMENTAL INDENTURE, dated as of the 30th day of March, 1950, between SEABOARD AIR LINE RAILROAD COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Company", party of the first part, and MERCANTILE TRUST COMPANY OF BALTIMORE, a corporation organized and existing under the laws of the State of Maryland, and NELSON H. STRITEHOFF, hereinafter together called the "Trustees", parties of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its First Mortgage dated as of January 1, 1946 (hereinafter called the First Mortgage) to secure an authorized issue of First Mortgage Bonds of the Company, pursuant to the Plan of Reorganization (as mentioned and defined therein), and there are presently outstanding the Bonds of Series A issued thereunder; and

WHEREAS, pursuant to the Plan of Reorganization, the Company simultaneously with the execution and delivery of its First Mortgage dated as of January 1, 1946, executed and delivered to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees (hereinafter called the General Mortgage Trustees), its Indenture of Mortgage dated as of January 1, 1946 (hereinafter called the General Mortgage), to secure bonds of the Company issued and to be issued under the General Mortgage, and there are presently outstanding the Bonds of Series A issued under the General Mortgage; and

WHEREAS, the General Mortgage constitutes a lien upon the properties and franchises therein described (being the same property and franchises described in the First Mortgage) subject only to the lien of the First Mortgage and the other liens therein expressly set forth; and

WHEREAS, the First Mortgage provides in Article Three that the Company, when authorized by resolution of its Board of Directors, and the Trustees, from time to time and at any time, may, without any authorization or consent of Bondholders pursuant to Article Sixteen of the First Mortgage, enter into an indenture or indentures supplemental to the First Mortgage and which thereafter shall form a part

thereof, among other things, (a) for the purpose of conveying, transferring and assigning to the Trustees and of subjecting to the lien of the First Mortgage, with the same force and effect as though included in the Granting Clauses of the First Mortgage, additional property then owned by the Company, (b) for the purpose of adding to the covenants of the Company such further covenants as the Board of Directors and the Trustees shall consider to be for the protection of the trust estate and of the holders of Bonds, (c) for the purpose of providing additional or other restrictions and limitations upon the issue of Bonds, and (d) for any other purposes not inconsistent with the terms of the First Mortgage; and

WHEREAS, under and pursuant to the First Mortgage the Trustees are authorized to join with the Company in the execution of any such supplemental indenture, and to make any further agreements and stipulations which may be therein contained, not inconsistent with the provisions of the First Mortgage, and to accept the conveyance, transfer and assignment of any property thereunder; and

WHEREAS, the Company has heretofore entered into an agreement dated as of June 15, 1949, as amended by agreement dated as of March 16, 1950 (together hereinafter called the Hialeah Agreement), made by and between the Board of County Commissioners of Dade County, Florida, acting as Dade County Port Authority, party therein of the first part (hereinafter called the Port Authority), the Company, party therein of the second part, and the Board of County Commissioners of Dade County, Florida, party therein of the third part (hereinafter called Dade County), under which, among other things, the Company will abandon part of its line of railroad extending between Miami, Florida, and Homestead, Florida (hereinafter called the Homestead Line), and will sell and convey to Dade County, free and clear of the liens of the First Mortgage and of the General Mortgage, the portion of the Homestead Line to be abandoned, and the property comprising its Hialeah shop and yard property (hereinafter together

called the Old Property) for and in consideration of the sum of \$2,625,000, in cash, and of the other property and considerations to be received by the Company as set forth in the Hialeah Agreement; and

WHEREAS, the Company will receive as a part of the considerations due it under the Hialeah Agreement a new right of way for the abandoned portion of the Homestead Line so that the continuity of said Homestead Line will not be broken, and the Company with the remaining proceeds and considerations received and to be received under the Hialeah Agreement, or with so much thereof as may be necessary for the purpose, is acquiring, by purchase, condemnation or otherwise, new property (hereinafter called the New Property) in the same general locality as the Old Property for the construction thereon of yard and shop facilities similar or related in service and use to those on the Old Property; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon it under and by virtue of the First Mortgage, and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustees a Supplemental Indenture in the form hereof for the purposes and uses hereinafter set forth; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises and of the sum of Ten Dollars (\$10.00) lawful money of the United States of America to the Company duly paid by the Trustees at the time of the delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and premium, if any, on all of the Bonds at any time issued and outstanding under the First Mortgage, according to their tenor and effect, and the

interest on all of such Bonds when and if the same shall become payable, and to secure the performance and observance of all the covenants and conditions therein and in the First Mortgage and this Supplemental Indenture contained, the Company has executed and delivered this Supplemental Indenture and has mortgaged, pledged, granted, given, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does mortgage, pledge, grant, give, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, and set over to the Trustees, and to their successor or successors in the trust, and their assigns:

FIRST: All the right, title and interest of the Company in and to the properties, located in Dade County, Florida, and more particularly described as follows, to wit:

PARCEL A. Begin at the intersection of the East line of LeJeune Road with the Southerly right of way line of the Seaboard Air Line Railroad Company in the Southwest Quarter of the Northeast Quarter of Section 29-53-41, run Easterly along said Southerly right of way line 435 feet; thence Southwesterly along a curved line with a radius of 714.49 feet for a distance of 483.97 feet, more or less, to a point in the East line of LeJeune Road, thence North along the East line of the LeJeune Road 158.26 feet, more or less, to the point of beginning, containing one acre, more or less.

PARCEL B. The right and easement to cross LeJeune Road with the relocated Homestead Line granted to the Company, its successors and assigns, by Dade County, by instrument dated as of March 16, 1950.

PARCEL C. 1. All those certain tracts or parcels of land located in said county, and more particularly described as follows, to-wit:

(a) A strip of land 50 feet wide extending 25 feet, measured at right angles, or radially, on each side of the center line of the Homestead Main Track of the Seaboard Air Line Railroad Company as recently relocated, surveyed, and staked through Section 29-53-41; said center line crosses the center line of LeJeune

Road 444.97 feet North of the Northeast corner of the Southwest Quarter of said Section 29 and extends Southerly along a 7 degree 30 minute curve 590.71 feet to a point distant 213.2 feet West of the center of LeJeune Road at a point distant 86.72 feet South of the North line of the South Half of said Section 29; thence Southerly parallel with LeJeune Road for a distance of 1575.23 feet to a point of curve; thence Southwesterly by a 7 degree and 30 minute curve, radius of which is 764.5 feet, for a distance of 444.22 feet; thence Southwesterly by a tangent to said curve for a distance of 744.1 feet, more or less, to a point in the South line of said Section 29, distant 1904.0 feet, more or less, East of the Southwest corner of said Section 29; said strip of land containing 3.76 acres, more or less; and,

(b) A strip of land 60 feet in width except between survey stations 39 and 45 plus 50 where the width is 150 feet measured 30 feet and 75 feet respectively at right angles or radially on each side of the center line of the Homestead Main Track of said Railroad as above set forth as the same has been surveyed and staked through the West Half of Section 32 and the Easterly portion of Section 31, Township 53 South, Range 41 East. The above mentioned center line passes through a point in the North line of said Section 32 a distance of 1904.0 feet, more or less, East of the Northwest corner of Section 32-53-41 and runs South 31 degrees 37 minutes West for a distance of 1243.81 feet, more or less, to a point of curve, thence Southwesterly by a 2 degree curve to the right, for a distance of 360.83 feet to the point of tangent of said curve, thence South 38 degrees 50 minutes West for a distance of 1897.17 feet to point of curve thence Southwesterly by a 7 degree and 30 minute curve, to the right, for a distance of 17.80 feet to a point in the North line of South Half of said Section 31, distant 251.69 feet West of the East line of said Section 31; said strip of land containing 6.16 acres, more or less; and,

(c) A strip of land 50 feet in width except between survey stations 87 plus 60 and 97 plus 60 where the width is 150 feet measured 25 feet and 75 feet respectively at right angles or radially on each side of the center line of the Homestead Main

Track of Seaboard Air Line Railroad Company from survey station 74 plus 95.63 as recently located, surveyed and staked Westerly through Section 31, Township 53 South, Range 41 East to survey station 127 plus 88.02 to a point in the West line of said Section 31; said strip of land containing 8.37 acres, more or less; the said center line of the Homestead Main Track as recently surveyed, located and staked passes through a point in the North line of the South Half of Section 31-53-41 distant 251.69 feet West of the Northeast corner of said South Half and runs in a Southwesterly direction by a 7 degree 30 minute curve to the right for a distance of 813.59 feet to a point of tangent to said curve, thence Westerly tangent to said curve 1230.75 feet to the point of a 3 degree curve to the left; thence continue in a Westerly direction along said curve a distance of 462.78 feet to a point of tangent of said curve, thence Westerly tangent to said curve 2785.27 feet to a point in the West line of said Section 31 distant 1025.41 feet North of the Southeast corner of said Section 36-53-40; and,

(d) Commence at the Southeast corner of Section 36, Township 53 South, Range 40 East, run North along East boundary of said Section 36 for a distance of 935.75 feet for a point of beginning; thence South 88 degrees 44 minutes 30 Seconds West along the Southerly boundary line of the 36th Street Airport for a distance of 1,166.81 feet to the beginning of a tangential circular curve; thence Southwesterly along said circular curve having a radius of 583.69 feet through a central angle of 19 degrees 10 minutes 41 seconds for an arc distance of 195.37 feet; thence South 88 degrees 45 minutes 30 seconds West along a line parallel with and 750 feet South of the center line of the existing East-West runway of the 36th Street Airport for a distance of 3914.17 feet to a point in the West line of said Section 36 distant 679.87 feet North of the Southwest corner of said Section 36; thence North along the West line of said Section 36 for a distance of 60 feet; thence North 88 degrees 45 minutes 30 seconds East for a distance of 3680.31 feet to a point of curve to the left with a radius of 1885.08 feet; thence continue Easterly along said curve a distance of 112.90 feet to a point of tangent, thence continue easterly along said tangent a distance of 1333.5 feet to a point of

ARTICLE FOUR.**Definitions—Miscellaneous.**

SECTION 1. All terms used in this Supplemental Indenture, unless otherwise expressly defined herein, shall be read and construed as used, and in accordance with the definitions thereof contained, in the First Mortgage.

SECTION 2. Any unexpended part of the monies described in Section 3 of Article Two of this Supplemental Indenture that shall be paid over in accordance with the provisions of the Replacement Fund Agreement to the Corporate Trustee pursuant thereto and pursuant to Section 3 of Article Two hereof shall be received and held by it as Deposited Cash and, if the lease to the Company of the Old Property (whether or not renewed) shall not have terminated prior to three years from the date of this Supplemental Indenture (or upon the date of the payment of said monies to the Corporate Trustee, if that be a later date), the Company shall be entitled, upon its compliance on that date with the provisions and requirements of Section 9 of Article Twelve of the First Mortgage to reimbursement out of such monies for other Capital Expenditures, or for the acquisition of Equipment or for Additions and Betterments to Equipment, before such monies shall be paid by the Corporate Trustee into the Sinking Fund for Bonds of Series A, or such other sinking fund into which the same might have to be paid on such date if not otherwise applied as provided in Section 9 of Article Twelve of the First Mortgage.

SECTION 3. This Supplemental Indenture may be simultaneously executed in several counterparts and all of such counterparts executed and delivered. Each, as an original, shall constitute but one and the same instrument.

ARTICLE FIVE.**The Trustees.**

SECTION 1. The Trustees hereby accept and enter into this Supplemental Indenture and the trust hereby created, and agree to perform the same upon the terms and conditions herein set forth.

SECTION 2. The Trustees shall be entitled in connection with the Supplemental Trust Estate and this Supplemental Indenture to all of the privileges, exemptions and immunities granted to them, or either of them, by the terms of the First Mortgage.

IN WITNESS WHEREOF, SEABOARD AIR LINE RAILROAD COMPANY, the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its President, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary; Mercantile Trust Company of Baltimore, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by a Vice-President, and its corporate seal to be affixed hereunto and the same to be attested by the signature of an Assistant Secretary, and Nelson H. Stritehoff, one of the parties of the second part, has hereto set his hand and seal, all as of the 30th day of March, 1950.

SEABOARD AIR LINE RAILROAD COMPANY

By LEGH R. POWELL JR.
President.

Attest:

(SEAL) W. F. CUMMINGS
Secretary.

Signed, sealed and acknowledged by SEABOARD
AIR LINE RAILROAD COMPANY in the pres-
ence of:

MAE J. CANNON

L. N. RIGGAN

Attesting Witnesses.

MERCANTILE TRUST COMPANY OF BALTIMORE

By A. F. DEMPSEY
Vice-President.

(SEAL)

Attest:

H. I. KEYSER II
Assistant Secretary.

NELSON H. STRITEHOFF (SEAL)
NELSON H. STRITEHOFF.

Signed, sealed and acknowledged by MERCANTILE TRUST COMPANY OF BALTIMORE and NELSON H. STRITEHOFF in the presence of:

R. C. CARLSON

G. GRAINGER

Attesting Witnesses.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. }

Personally appeared before me this 3rd day of April, 1950, LEIGH R. POWELL JR. and W. F. CUMMINGS, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Seaboard Air Line Railroad Company, a corporation, and to me well known to be the President and Secretary, respectively, of said corporation, who severally acknowledged that they executed the foregoing instrument as such President and Secretary, respectively, for and on behalf of said corporation, and as its act and deed, for the uses and purposes therein expressed; that they did so under and by virtue of authority conferred upon them by the Board of Directors of said corporation, and that the seal annexed thereto is the genuine seal of said corporation, and was affixed thereto by the said Secretary, he being the proper custodian thereof.

Witness my hand and official seal, the date aforesaid.

MAE J. CANNON
Notary Public.

My commission expires:

(SEAL)

MAE J. CANNON
Notary Public, State of New York
No. 24-5595500
Qualified in Kings County
Certificates filed in
Kings and New York County Clerk's Offices
and in Kings and New York County
Registers' Offices
Term Expires March 30, 1952

STATE OF NEW YORK, }
 COUNTY OF NEW YORK. }

Personally appeared before me this 3rd day of April, 1950, A. F. DEMPSEY and H. I. KEYSER II, to me well known to be the persons described in and who executed the foregoing instrument as Vice-President and Assistant Secretary, respectively, of MERCANTILE TRUST COMPANY OF BALTIMORE, a corporation, and to me well known to be the Vice-President and the Assistant Secretary, respectively, of said corporation, who severally acknowledged that they executed the foregoing instrument as such Vice-President and Assistant Secretary, respectively, for and on behalf of said corporation, and as its act and deed, for the uses and purposes therein expressed; that they did so under and by virtue of authority conferred upon them by the Board of Directors of said corporation, and that the seal annexed thereto is the genuine seal of said corporation and was affixed thereto by the said Assistant Secretary, he being the proper custodian thereof.

Witness my hand and official seal, the date aforesaid.

WM. J. BURNHAM
 Notary Public. (SEAL)

My commission expires:

WM. J. BURNHAM
 Notary Public, State of New York
 No. 60-5535900
 Qualified in Westchester County
 Certificates filed with
 N. Y. Co. Clerk, N. Y. City Register
 Commission Expires March 30, 1952

STATE OF NEW YORK, }
COUNTY OF NEW YORK. }

I hereby certify that on this 3rd day of April, 1950, before me, the undersigned authority, personally appeared in the State and City aforesaid, NELSON H. STRITEHOFF, personally known to me to be the individual described in and who executed the annexed written instrument and for himself acknowledged that he signed, sealed and delivered said instrument freely and voluntarily and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

WM. J. BURNHAM
Notary Public.

My commission expires:

(SEAL)

WM. J. BURNHAM
Notary Public, State of New York
No. 60-5535900
Qualified in Westchester County
Certificates filed with
N. Y. Co. Clerk, N. Y. City Register
Commission Expires March 30, 1952

STATE OF FLORIDA }
COUNTY OF DADE } s.s.

This instrument was filed for record
this 10 day of Apr. 1950 at 12:04 P.M.
and duly recorded in mtg.
book 2271 on page 405
Record verified.

E. B. LEATHERMAN, Clerk Circuit Court

By H. HOGAN D. C.

ARTICLE FOUR.**Definitions—Miscellaneous.**

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SECTION 1. The Trustees hereby accept and enter into this Supplemental Indenture and the trust hereby created, and agree to perform the same upon the terms and conditions herein set forth.

SECTION 2. The Trustees shall be entitled in connection with the Supplemental Trust Estate and this Supplemental Indenture to all of the privileges, exemptions and immunities granted to them, or either of them, by the terms of the First Mortgage.

IN WITNESS WHEREOF, SEABOARD AIR LINE RAILROAD COMPANY, the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its President, and its corporate seal to be affixed hereunto and the same to be attested by the signature of its Secretary; Mercantile Trust Company of Baltimore, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by a Vice-President, and its corporate seal to be affixed hereunto and the same to be attested by the signature of an Assistant Secretary, and Nelson H. Stritehoff, one of the parties of the second part, has hereto set his hand and seal, all as of the 30th day of March, 1950.

SEABOARD AIR LINE RAILROAD COMPANY

By LEGH R. POWELL JR.
President.

Attest:

(SEAL) W. F. CUMMINGS
Secretary.

Signed, sealed and acknowledged by SEABOARD
AIR LINE RAILROAD COMPANY in the pres-
ence of:

MAE J. CANNON

L. N. RIGGAN

Attesting Witnesses.

MERCANTILE TRUST COMPANY OF BALTIMORE

By A. F. DEMPSEY
Vice-President.

(SEAL)

Attest:

H. I. KEYSER II
Assistant Secretary.

NELSON H. STRITEHOFF (SEAL)
NELSON H. STRITEHOFF.

Signed, sealed and acknowledged by MERCANTILE TRUST COMPANY OF BALTIMORE and NELSON H. STRITEHOFF in the presence of:

R. C. CARLSON

G. GRAINGER

Attesting Witnesses.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. }

Personally appeared before me this 3rd day of April, 1950, LEIGH R. POWELL JR. and W. F. CUMMINGS, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Seaboard Air Line Railroad Company, a corporation, and to me well known to be the President and Secretary, respectively, of said corporation, who severally acknowledged that they executed the foregoing instrument as such President and Secretary, respectively, for and on behalf of said corporation, and as its act and deed, for the uses and purposes therein expressed; that they did so under and by virtue of authority conferred upon them by the Board of Directors of said corporation, and that the seal annexed thereto is the genuine seal of said corporation, and was affixed thereto by the said Secretary, he being the proper custodian thereof.

Witness my hand and official seal, the date aforesaid.

MAE J. CANNON
Notary Public.

My commission expires:

(SEAL)

MAE J. CANNON
Notary Public, State of New York
No. 24-5595500
Qualified in Kings County
Certificates filed in
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STATE OF NEW YORK, }
 COUNTY OF NEW YORK. }

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Witness my hand and official seal, the date aforesaid.

WM. J. BURNHAM
 Notary Public. (SEAL)

My commission expires:

WM. J. BURNHAM
 Notary Public, State of New York
 No. 60-5535900
 Qualified in Westchester County
 Certificates filed with
 N. Y. Co. Clerk, N. Y. City Register
 Commission Expires March 30, 1952

STATE OF NEW YORK, }
COUNTY OF NEW YORK. }

I hereby certify that on this 3rd day of April, 1950, before me, the undersigned authority, personally appeared in the State and City aforesaid, NELSON H. STRITEHOFF, personally known to me to be the individual described in and who executed the annexed written instrument and for himself acknowledged that he signed, sealed and delivered said instrument freely and voluntarily and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

WM. J. BURNHAM
Notary Public.

My commission expires:

(SEAL)

WM. J. BURNHAM
Notary Public, State of New York
No. 60-5535900
Qualified in Westchester County
Certificates filed with
N. Y. Co. Clerk, N. Y. City Register
Commission Expires March 30, 1952

STATE OF FLORIDA }
COUNTY OF DADE } S.S.

This instrument was filed for record
this 10 day of Apr. 1950 at 12:04 P.M.
and duly recorded in mtg.
book 2271 on page 405
Record verified.

E. B. LEATHERMAN, Clerk Circuit Court

By H. HOGAN D. C.

6413-A

November 30, 1971

CERTIFICATE

Mercantile-Safe Deposit & Trust Company, as Successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, as supplemented and modified, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is Successor by merger, hereby certify that the aforesaid document is a true, correct and complete copy of the document in all respects including the dates, signatures and acknowledgements.

ATTEST:

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

W. D. Little
Assistant Corporate Trust Officer

By: *[Signature]*
Vice President

Signed, sealed and acknowledged by Mercantile-Safe Deposit & Trust Company in the presence of:

Beverly Conner
Witness

Susan Cash
Witness